

Rex Wu
6315 N. Campbell
Chicago, IL 60659
Tel: (312)785-0348
Email: rex_wu@live.com
Pro-Se

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In Regards: Chapter 11 LEHMAN BROTHERS HOLDINGS INC., et al., Case # 08-13555 (SCC)

Affidavit: Communication to LBIE and High Court Re Distribution

I attest the following email communications were sent to the following recipients:

1. lehman.affiliates@uk.pwc.com (Exhibit A)
2. generalqueries@lbia-eu.com (Exhibit B)
3. salma.begum@justice.gov.uk (Exhibit C)

Respectfully Submitted,

July 3rd, 2020

Rex Wu
6315 N Campbell
Chicago, IL 60659
312-785-0348
rex_wu@live.com
Pro-Se

Exhibit A

From: Rex W

Sent: Thursday, July 2, 2020 11:16 AM

To: lehman.affiliates@uk.pwc.com

Subject: Critical Information Regarding LBHI AND LBHI2 Pertaining to the LBIE Distribution

Importance: High

Dear Applicants/PWC Administrators,

I sent the above communication to your general question email. Please take a look. A copy and paste is below:

QUOTE:

Dear Applicants of the PWC Administrative Team,

I wish to pass on critical information to the PWC Administrative team for your review. I am writing in regards to the "Notice of additional distribution of statutory interest in respect to LBIE's subordinate debt." LBHI and/or LBHI2's capital Stock are not entitled to receive a distribution under the "Important Covenants of Lehman Brothers Holdings" as described in the attached affidavit and letter submitted to the Honorable Judge Chapman of the US SDNY Bankruptcy Court.

I wish to inform the PWC's Administrative team that it is against the "PLAN", *Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors [Docket#23023-1]* which governs the Chapter 11 Lehman Brothers Holdings Inc., et al, case #08-13555(scc) bankruptcy case to pay a distribution to LBHI and/or LBHI2. The 4 Capital Trusts Prospectuses are under enforcement of the "PLAN" as explained with the attached letter and affidavit filed with the bankruptcy court:

"The Important Covenants of Lehman Brothers Holdings", the "Covenant", states that LBHI or any of its subsidiaries are not permitted to "declare or pay any dividends or distributions on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of Lehman Brothers Holding's capital stock" or make any payments of principal, interest or premium, or redeem any debt securities of Lehman Brothers Holdings that rank on a parity with or in junior in interest to the junior subordinated debt securities or make any guarantee payments with respect to any guarantee by Lehman Brothers Holdings of the debt securities of any subsidiary of Lehman Brothers Holdings if such guarantee ranks on a parity with or junior in interest to such junior subordinated debt securities....."

LBHI's Capital Trust shares are also in parity with the most senior preference shares of LBHI and/or any of its affiliates. This means that in order for the "Plan" to be in conformity with the bankruptcy, any transaction that involves LBHI or its subsidiaries must conform with the Covenant and all the provisions within the Guarantee. The LBHI Capital Trust shares are in parity with the most senior preference shares of LBHI or any of its affiliates.

The LBHI Plan Administrator, LBHI as Debter as well as the Honorable Judge Chapman are fully aware of the "Important Covenant of Lehman Brothers Holdings" and all the guarantee

provisions. I want to bring the "Covenants" which are under the guarantee to your attention to allow the PWC Administrative team to make an informed decision.

As Applicants going into the "Notice to Application to Court for Directions in Respect of Future Distribution" hearing please be aware of the enforceability of the "Covenants" and the guarantee under the "PLAN." A similar communication will be sent to Mr. Justice Hildyard.

The "PLAN" is on docket # 23023-1 and the 4 prospectuses are provided below are for the PWC Administrative team and their legal department to review.

The Prospectuses are available on the link below for your review.

https://1drv.ms/u/s!AmITSbPoXmy3kBN_gjiUZeN3X8bb?e=8kM11i

Thank you for your attention to the matter.

Best Regards,

Rex Wu
312-785-0348

END QUOTE

Sent from Mail for Windows 10

Rex Wu
6315 N. Campbell
Chicago, IL 60659
Tel: (312)785-0348
Email: rex_wu@live.com
Pro-Se

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

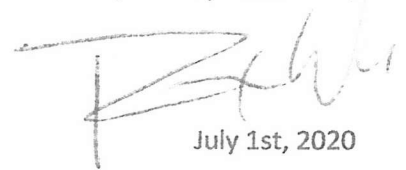
In Regards: Chapter 11 LEHMAN BROTHERS HOLDINGS INC., et al., Case # 08-13555 (SCC)

Affidavit: LBHI and LBHI2 Distributions RE Important Covenants to Lehman Brothers Holdings
Communication

I attest the following email communication were sent to the following recipients:

1. Matthew Cantor via email communication: matthew.cantor@lehmanholdings.com
2. Kristine Dickson via email communication: kristine.dickson@lehmanholdings.com
3. Garrett Fails via email communication: garrett.fails@well.com

Respectfully Submitted,



July 1st, 2020

Rex Wu
6315 N Campbell
Chicago, IL 60659
312-785-0348
rex_wu@live.com
Pro-Se

From: Rex W

Sent: Wednesday, July 1, 2020 10:23 AM

To: matthew.cantor@lehmanholdings.com; kristine.dickson@lehmanholdings.com; Fail, Garrett

Subject: Distribution to LBHI2

Greetings,

I want to bring to your attention that any distributions to LBHI or LBHI2 will be in violation of the "PLAN" as long as the Lehman Brothers Capital Trusts III, IV, V and VI preferred shares are outstanding. The current LBHI equity have ownership interest in LBHI2. The upcoming distribution to LBHI or LBHI2 can only be reallocated according to the "PLAN" after the distribution is assigned to LBHI's equity. The reallocation does not really matter anyhow as equity retained all its rights. Under the "Important Covenants of Lehman Brothers Holdings" in which LBHI and the Plan Administrator are fully aware of its existence, LBHI and/or its subsidiaries are not allowed to issue a distribution to LBHI as long as LBHI Capital Trusts III, IV, V and VI are outstanding. For your convenience, the definition of outstanding is below:

"Shares outstanding refer to a company's stock currently held by all its shareholders, including share blocks held by institutional investors and restricted **shares** owned by the company's officers and insiders."

The Guarantees of the LBHI Capital Trusts as mentioned above which includes the "Important Covenants of Lehman Brothers Holdings" are valid and effective under the "PLAN" states the following:

"The Important Covenants of Lehman Brothers Holdings", the "Covenant", states that LBHI or any of its subsidiaries are not permitted to "declare or pay any dividends or distributions on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of Lehman Brothers Holding's capital stock" or make any payments of principal, interest or premium, or redeem any debt securities of Lehman Brothers Holdings that rank on a parity with or in junior in 2 interest to the junior subordinated debt securities or make any guarantee payments with respect to any guarantee by Lehman Brothers Holdings of the debt securities of any subsidiary of Lehman Brothers Holdings if such guarantee ranks on a parity with or junior in interest to such junior subordinated debt securities....."

LBHI's Capital Trust shares are also in parity with the most senior preference shares of LBHI and/or any of its affiliates. This means that in order for the "Plan" to be in conformity with the bankruptcy, any transaction that involves LBHI or its subsidiaries must conform with the Covenant and all the provision within the Guarantee. The LBHI Capital Trust shares are in parity with the most senior preference shares of LBHI or any of its affiliates. The LBHI Capital Trust shares are not subordinated to the senior preference shares of LBHI or any of LBHI's affiliates. They are only subordinated to the debts of LBHI and not equity." (Docket# 60685)

The correspondence to the Honorable Judge Chapman is attached.

LBHI and the PLAN Administrator have to obligation to enforce the "PLAN."

Best Regards,

Rex Wu
312-785-0348

Sent from Mail for Windows 10

Rex Wu
6315 N Campbell
Chicago, IL. 60659
312-785-0348
rex_wu@live.com

June 24th, 2020

The Honorable Shelley C. Chapman
United States Bankruptcy Judge Bankruptcy Court for the Southern District of New York
One Bowling Green
New York, NY 10004-1408

Correspondence Re: Lehman Brothers Holding, Inc. , Docket No. 08-13555-SCC (Bankr. S.D.N.Y.) Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors” [Docket#23023-1] (the “Plan”)

Dear Honorable Judge Chapman:

I am respectfully writing to inform you that the “Plan” is not being enforced in its entirety. The “Plan” was created for this bankruptcy and acts as a roadmap and provides binding instructions and resolutions on how to proceed with the above-named bankruptcy. If the “Plan” is violated, then the above-named bankruptcy should be reviewed to make sure that it is still in conformance with the Bankruptcy code, Contractual and Common law. If a willful violation has occurred, a criminal investigation should be conducted.

“The Important Covenants of Lehman Brothers Holdings”, the “Covenant”, states that LBHI or any of its subsidiaries are not permitted to “declare or pay any dividends or distributions on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of Lehman Brothers Holding’s capital stock” or make any payments of principal, interest or premium, or redeem any debt securities of Lehman Brothers Holdings that rank on a parity with or in junior in

interest to the junior subordinated debt securities or make any guarantee payments with respect to any guarantee by Lehman Brothers Holdings of the debt securities of any subsidiary of Lehman Brothers Holdings if such guarantee ranks on a parity with or junior in interest to such junior subordinated debt securities.....” LBHI’s Capital Trust shares are also in parity with the most senior preference shares of LBHI and/or any of its affiliates. This means that in order for the “Plan” to be in conformity with the bankruptcy, any transaction that involves LBHI or its subsidiaries must conform with the Covenant and all the provision within the Guarantee. The LBHI Capital Trust shares are in parity with the most senior preference shares of LBHI or any of its affiliates. **The LBHI Capital Trust shares are not subordinated to the senior preference shares of LBHI or any of LBHI’s affiliates. They are only subordinated to the debts of LBHI and not equity.** A complete copy of the Prospectus which states the terms of the Important Covenants to Lehman Brothers Holdings and the Guarantee can be found on docket #60542. A Description of the Guarantee is below:

DESCRIPTION OF THE GUARANTEE

The guarantee to be executed and delivered by Lehman Brothers Holdings for the benefit of the holders of preferred securities will be qualified as an indenture under the Trust Indenture Act of 1939. The Chase Manhattan Bank will act as guarantee trustee for purposes of the Trust Indenture Act. The terms of the guarantee will include those set forth in the guarantee and those made part of the guarantee by the Trust Indenture Act. The following summary of the material terms of the guarantee is not intended to be complete and is qualified in all respects by the applicable prospectus supplement, the guarantee, the Trust Indenture Act and other applicable law. The guarantee will be filed as an exhibit to a Form 8-K or similar document incorporated by reference in the registration statement of which this prospectus forms a part. You can obtain a copy of this document by following the directions on page 7.

General

Pursuant to and to the extent set forth in the guarantee, Lehman Brothers Holdings will irrevocably and unconditionally agree to pay in full to the holders of the preferred securities and common securities, as and when due, regardless of any defense, right of set-off or counterclaim which the trust may have or assert, the following payments without duplication:

- any accrued and unpaid distributions that are required to be paid on the preferred securities, to the extent the trust has funds available for such distributions;
- the redemption price per preferred security, to the extent the trust has funds available for such redemptions; and
- upon a voluntary or involuntary dissolution, winding-up or liquidation of the trust, other than in connection with the distribution of junior subordinated debt securities to the holders of preferred securities, the lesser of

<https://www.sec.gov/Archives/edgar/data/1053521/000104746903008715/a2105395z424b2.htm>

37/49

3/4/2019

<https://www.sec.gov/Archives/edgar/data/1053521/000104746903008715/a2105395z424b2.htm>

- the aggregate liquidation amount of the preferred securities and all accrued and unpaid distributions thereon, or
- the amount of assets of the trust remaining for distribution to holders of the preferred securities upon a liquidation of the trust.

Status of the Guarantees

The guarantee will constitute an unsecured obligation of Lehman Brothers Holdings and will rank:

- subordinate and junior in right of payment to all other liabilities of Lehman Brothers Holdings,
- on a parity with the most senior preferred or preference stock now or hereafter issued by Lehman Brothers Holdings and with any guarantee now or hereafter entered into by Lehman Brothers Holdings in respect of any preferred securities of any affiliate of Lehman Brothers Holdings, and
- senior to Lehman Brothers Holding's common stock.

The guarantee will not place a limitation on the amount of additional senior debt that may be incurred by Lehman Brothers Holdings.

The guarantee will constitute a guarantee of payment and not of collection (that is, the guaranteed party may institute a legal proceeding directly against Lehman Brothers Holdings to enforce its rights under the guarantee without first instituting a legal proceeding against any other person or entity). The guarantee will not be discharged except by payment of the guarantee payments in full to the extent not

21

paid by the trust or upon distribution of the junior subordinated debt securities to the holders of the preferred securities in exchange for all such preferred securities.

The guarantee, when taken together with Lehman Brothers Holdings' obligations under the junior subordinated debt securities, the indenture and the declaration, including its obligations to pay costs, expenses, debts and liabilities of the trust, other than those relating to trust securities, will provide a full and unconditional guarantee on a subordinated basis by Lehman Brothers Holdings of payments due on the preferred securities. See "Effect of Obligations Under the Junior Subordinated Debt Securities and the Guarantee."

Important Covenants Of Lehman Brothers Holdings

In the guarantee, Lehman Brothers Holdings will covenant that, so long as any trust securities remain outstanding, if:

- there shall have occurred any event of default under the indenture,

- Lehman Brothers Holdings shall be in default with respect to its payment of any obligations under the guarantee, or
- Lehman Brothers Holdings shall have given notice of its election to defer interest payments and shall not have rescinded such notice, and while such interest is deferred,

then Lehman Brothers Holdings will not, and will not permit any subsidiary to:

- declare or pay any dividends or distributions on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of Lehman Brothers Holdings' capital stock, or
- make any payment of principal, interest or premium, if any, on or repay, repurchase or redeem any debt securities of Lehman Brothers Holdings that rank on a parity with or junior in interest to the junior subordinated debt securities or make any guarantee payments with respect to any guarantee by Lehman Brothers Holdings of the debt securities of any subsidiary of Lehman Brothers Holdings if such guarantee ranks on a parity with or junior in interest to such junior subordinated debt securities, other than

<https://www.sec.gov/Archives/edgar/data/1053521/000104746903008715/a2105395z424b2.htm>

38/49

3/4/2019

<https://www.sec.gov/Archives/edgar/data/1053521/000104746903008715/a2105395z424b2.htm>

- dividends or distributions in common stock of Lehman Brothers Holdings,
- payments under the guarantee made by Lehman Brothers Holdings in respect of the trust securities of the trust,
- any declaration of a dividend in connection with the implementation of a shareholders' rights plan, or the issuance of stock under any such plan in the future, or the redemption or repurchase of any such rights pursuant thereto, and
- purchases of common stock related to the issuance of common stock or rights under any of Lehman Brothers Holdings' benefit plans.

LBHI executed transaction in the past that violated the Important Covenants of Lehman Brothers Holdings and the Guarantee, therefore violating the "Plan". LBHI and the Plan Administrator needs to stop executing transactions going forward that violates the Covenants and the Guarantees.

I communicated to the Debtor and the Plan Administrator regarding the Covenants though previous communications that were forwarded to the honorable court. They are also aware of the full provisions of the Guarantee and violations of the "Plan" through docketed motions.

All transactions since the inception of the "Plan" that involved the issuance, redemption or repurchases of securities that violated the Important Covenant of Lehman Brothers Holdings and the Guarantee are in violation of the "Plan". The Covenants is part of a guarantee that states the guarantee holders are in parity and the most senior preference stock of LBHI and/or any of its

affiliates. This too must be honored during the bankruptcy proceedings and was violated. The violations stem from the beginnings of the bankruptcy from the Neuberger Berman and LBMB transactions where both redeemed their preference shares during the bankruptcy to LBHI2 and the ECAPS settlement. All the transactions above should be reviewed by the court to see if the "Plan" was violated by the Plan Administrator and the Debtor by not honoring the "Covenant" and all the provisions of the Guarantee it falls under. The Guarantees and the Covenants each have enforceable rights under the "Plan" which are being negligently cast aside.

The honorable court should enforce all aspects of the "Plan". The Plan Administrator is obligated to work within the framework of the "Plan" and is obligated to correct all violations of the Plan, the Guarantees and the Covenants. Especially, potential violations on transactions the Plan Administrator carried out. If a violation is revealed and cast aside, I respectfully request the honorable court to review what is presented and make sure the "PLAN" is not in jeopardy. I respectfully ask the court to enforce the "PLAN" and to make sure the rights stated on the Important Covenants of Lehman Brothers Holdings and the Guarantee are not violated and upheld at all times.

Thank you,

Respectfully Submitted,

/s/ Rex Wu

Rex Wu

Exhibit B Pg 13 of 31

From: Rex W

Sent: Wednesday, July 1, 2020 11:49 PM

To: generalqueries@lbia-eu.com

Subject: Critical Information Regarding LBHI AND LBHI2 Pertaining to the LBI Distribution

Importance: High

Dear Applicants of the PWC Administrative Team,

I wish to pass on critical information to the PWC Administrative team for your review. I am writing in regards to the "Notice of additional distribution of statutory interest in respect to LBIE's subordinate debt." LBHI and/or LBHI2's capital Stock are not entitled to receive a distribution under the "Important Covenants of Lehman Brothers Holdings" as described in the attached affidavit and letter submitted to the Honorable Judge Chapman of the US SDNY Bankruptcy Court.

I wish to inform the PWC's Administrative team that it is against the "PLAN", *Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors [Docket#23023-1] which governs the Chapter 11 Lehman Brothers Holdings Inc., et al, case #08-13555(scc) bankruptcy case* to pay a distribution to LBHI and/or LBHI2. The 4 Capital Trusts Prospectuses are under enforcement of the "PLAN" as explained with the attached letter and affidavit filed with the bankruptcy court:

"The Important Covenants of Lehman Brothers Holdings", the "Covenant", states that LBHI or any of its subsidiaries are not permitted to "declare or pay any dividends or distributions on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of Lehman Brothers Holding's capital stock" or make any payments of principal, interest or premium, or redeem any debt securities of Lehman Brothers Holdings that rank on a parity with or in junior in interest to the junior subordinated debt securities or make any guarantee payments with respect to any guarantee by Lehman Brothers Holdings of the debt securities of any subsidiary of Lehman Brothers Holdings if such guarantee ranks on a parity with or junior in interest to such junior subordinated debt securities....."

LBHI's Capital Trust shares are also in parity with the most senior preference shares of LBHI and/or any of its affiliates. This means that in order for the "Plan" to be in conformity with the bankruptcy, any transaction that involves LBHI or its subsidiaries must conform with the Covenant and all the provisions within the Guarantee. The LBHI Capital Trust shares are in parity with the most senior preference shares of LBHI or any of its affiliates.

The LBHI Plan Administrator, LBHI as Debter as well as the Honorable Judge Chapman are fully aware of the "Important Covenant of Lehman Brothers Holdings" and all the guarantee provisions. I want to bring the "Covenants" which are under the guarantee to your attention to allow the PWC Administrative team to make an informed decision.

As Applicants going into the "Notice to Application to Court for Directions in Respect of Future Distribution" hearing please be aware of the enforceability of the "Covenants" and the guarantee under the "PLAN." A similar communication will be sent to Mr. Justice Hildyard.

The "PLAN" is on docket # 23023-1 and the 4 prospectuses are provided below are for the PWC Administrative team and their legal department to review.

The Prospectuses are available on the link below for your review.

https://1drv.ms/u/s!AmITSbPoXmy3kBN_gjiUZeN3X8bb?e=8kM11i

Thank you for your attention to the matter.

Best Regards,

Rex Wu
312-785-0348

Rex Wu
6315 N. Campbell
Chicago, IL 60659
Tel: (312)785-0348
Email: rex_wu@live.com
Pro-Se

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

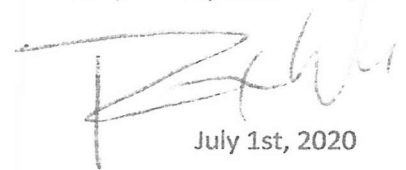
In Regards: Chapter 11 LEHMAN BROTHERS HOLDINGS INC., et al., Case # 08-13555 (SCC)

Affidavit: LBHI and LBHI2 Distributions RE Important Covenants to Lehman Brothers Holdings
Communication

I attest the following email communication were sent to the following recipients:

1. Matthew Cantor via email communication: matthew.cantor@lehmanholdings.com
2. Kristine Dickson via email communication: kristine.dickson@lehmanholdings.com
3. Garrett Fails via email communication: garrett.fails@well.com

Respectfully Submitted,



July 1st, 2020

Rex Wu
6315 N Campbell
Chicago, IL 60659
312-785-0348
rex_wu@live.com
Pro-Se

From: Rex W

Sent: Wednesday, July 1, 2020 10:23 AM

To: matthew.cantor@lehmanholdings.com; kristine.dickson@lehmanholdings.com; Fail, Garrett

Subject: Distribution to LBHI2

Greetings,

I want to bring to your attention that any distributions to LBHI or LBHI2 will be in violation of the "PLAN" as long as the Lehman Brothers Capital Trusts III, IV, V and VI preferred shares are outstanding. The current LBHI equity have ownership interest in LBHI2. The upcoming distribution to LBHI or LBHI2 can only be reallocated according to the "PLAN" after the distribution is assigned to LBHI's equity. The reallocation does not really matter anyhow as equity retained all its rights. Under the "Important Covenants of Lehman Brothers Holdings" in which LBHI and the Plan Administrator are fully aware of its existence, LBHI and/or its subsidiaries are not allowed to issue a distribution to LBHI as long as LBHI Capital Trusts III, IV, V and VI are outstanding. For your convenience, the definition of outstanding is below:

"Shares outstanding refer to a company's stock currently held by all its shareholders, including share blocks held by institutional investors and restricted **shares** owned by the company's officers and insiders."

The Guarantees of the LBHI Capital Trusts as mentioned above which includes the "Important Covenants of Lehman Brothers Holdings" are valid and effective under the "PLAN" states the following:

"The Important Covenants of Lehman Brothers Holdings", the "Covenant", states that LBHI or any of its subsidiaries are not permitted to "declare or pay any dividends or distributions on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of Lehman Brothers Holding's capital stock" or make any payments of principal, interest or premium, or redeem any debt securities of Lehman Brothers Holdings that rank on a parity with or in junior in 2 interest to the junior subordinated debt securities or make any guarantee payments with respect to any guarantee by Lehman Brothers Holdings of the debt securities of any subsidiary of Lehman Brothers Holdings if such guarantee ranks on a parity with or junior in interest to such junior subordinated debt securities....."

LBHI's Capital Trust shares are also in parity with the most senior preference shares of LBHI and/or any of its affiliates. This means that in order for the "Plan" to be in conformity with the bankruptcy, any transaction that involves LBHI or its subsidiaries must conform with the Covenant and all the provision within the Guarantee. The LBHI Capital Trust shares are in parity with the most senior preference shares of LBHI or any of its affiliates. The LBHI Capital Trust shares are not subordinated to the senior preference shares of LBHI or any of LBHI's affiliates. They are only subordinated to the debts of LBHI and not equity." (Docket# 60685)

The correspondence to the Honorable Judge Chapman is attached.

LBHI and the PLAN Administrator have to obligation to enforce the "PLAN."

Best Regards,

Rex Wu
312-785-0348

Sent from Mail for Windows 10

Rex Wu
6315 N Campbell
Chicago, IL. 60659
312-785-0348
rex_wu@live.com

June 24th, 2020

The Honorable Shelley C. Chapman
United States Bankruptcy Judge Bankruptcy Court for the Southern District of New York
One Bowling Green
New York, NY 10004-1408

Correspondence Re: Lehman Brothers Holding, Inc., Docket No. 08-13555-SCC (Bankr. S.D.N.Y.) Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors [Docket#23023-1] (the "Plan")

Dear Honorable Judge Chapman:

I am respectfully writing to inform you that the "Plan" is not being enforced in its entirety. The "Plan" was created for this bankruptcy and acts as a roadmap and provides binding instructions and resolutions on how to proceed with the above-named bankruptcy. If the "Plan" is violated, then the above-named bankruptcy should be reviewed to make sure that it is still in conformance with the Bankruptcy code, Contractual and Common law. If a willful violation has occurred, a criminal investigation should be conducted.

"The Important Covenants of Lehman Brothers Holdings", the "Covenant", states that LBHI or any of its subsidiaries are not permitted to "declare or pay any dividends or distributions on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of Lehman Brothers Holding's capital stock" or make any payments of principal, interest or premium, or redeem any debt securities of Lehman Brothers Holdings that rank on a parity with or in junior in

interest to the junior subordinated debt securities or make any guarantee payments with respect to any guarantee by Lehman Brothers Holdings of the debt securities of any subsidiary of Lehman Brothers Holdings if such guarantee ranks on a parity with or junior in interest to such junior subordinated debt securities.....” LBHI’s Capital Trust shares are also in parity with the most senior preference shares of LBHI and/or any of its affiliates. This means that in order for the “Plan” to be in conformity with the bankruptcy, any transaction that involves LBHI or its subsidiaries must conform with the Covenant and all the provision within the Guarantee. The LBHI Capital Trust shares are in parity with the most senior preference shares of LBHI or any of its affiliates. *The LBHI Capital Trust shares are not subordinated to the senior preference shares of LBHI or any of LBHI’s affiliates. They are only subordinated to the debts of LBHI and not equity.* A complete copy of the Prospectus which states the terms of the Important Covenants to Lehman Brothers Holdings and the Guarantee can be found on docket #60542. A Description of the Guarantee is below:

DESCRIPTION OF THE GUARANTEE

The guarantee to be executed and delivered by Lehman Brothers Holdings for the benefit of the holders of preferred securities will be qualified as an indenture under the Trust Indenture Act of 1939. The Chase Manhattan Bank will act as guarantee trustee for purposes of the Trust Indenture Act. The terms of the guarantee will include those set forth in the guarantee and those made part of the guarantee by the Trust Indenture Act. The following summary of the material terms of the guarantee is not intended to be complete and is qualified in all respects by the applicable prospectus supplement, the guarantee, the Trust Indenture Act and other applicable law. The guarantee will be filed as an exhibit to a Form 8-K or similar document incorporated by reference in the registration statement of which this prospectus forms a part. You can obtain a copy of this document by following the directions on page 7.

General

Pursuant to and to the extent set forth in the guarantee, Lehman Brothers Holdings will irrevocably and unconditionally agree to pay in full to the holders of the preferred securities and common securities, as and when due, regardless of any defense, right of set-off or counterclaim which the trust may have or assert, the following payments without duplication:

- any accrued and unpaid distributions that are required to be paid on the preferred securities, to the extent the trust has funds available for such distributions;
- the redemption price per preferred security, to the extent the trust has funds available for such redemptions; and
- upon a voluntary or involuntary dissolution, winding-up or liquidation of the trust, other than in connection with the distribution of junior subordinated debt securities to the holders of preferred securities, the lesser of

<https://www.sec.gov/Archives/edgar/data/1053521/000104746903008715/a21053957424b2.htm>

37:49

3/4/2019

<https://www.sec.gov/Archives/edgar/data/1053521/000104746903008715/a21053957424b2.htm>

- the aggregate liquidation amount of the preferred securities and all accrued and unpaid distributions thereon, or
- the amount of assets of the trust remaining for distribution to holders of the preferred securities upon a liquidation of the trust.

Status of the Guarantees

The guarantee will constitute an unsecured obligation of Lehman Brothers Holdings and will rank:

- subordinate and junior in right of payment to all other liabilities of Lehman Brothers Holdings,
- on a parity with the most senior preferred or preference stock now or hereafter issued by Lehman Brothers Holdings and with any guarantee now or hereafter entered into by Lehman Brothers Holdings in respect of any preferred securities of any affiliate of Lehman Brothers Holdings, and
- senior to Lehman Brothers Holding's common stock.

The guarantee will not place a limitation on the amount of additional senior debt that may be incurred by Lehman Brothers Holdings.

The guarantee will constitute a guarantee of payment and not of collection (that is, the guaranteed party may institute a legal proceeding directly against Lehman Brothers Holdings to enforce its rights under the guarantee without first instituting a legal proceeding against any other person or entity). The guarantee will not be discharged except by payment of the guarantee payments in full to the extent not

21

paid by the trust or upon distribution of the junior subordinated debt securities to the holders of the preferred securities in exchange for all such preferred securities.

The guarantee, when taken together with Lehman Brothers Holdings' obligations under the junior subordinated debt securities, the indenture and the declaration, including its obligations to pay costs, expenses, debts and liabilities of the trust, other than those relating to trust securities, will provide a full and unconditional guarantee on a subordinated basis by Lehman Brothers Holdings of payments due on the preferred securities. See "Effect of Obligations Under the Junior Subordinated Debt Securities and the Guarantee."

Important Covenants Of Lehman Brothers Holdings

In the guarantee, Lehman Brothers Holdings will covenant that, so long as any trust securities remain outstanding, if

- there shall have occurred any event of default under the indenture,

- Lehman Brothers Holdings shall be in default with respect to its payment of any obligations under the guarantee, or
- Lehman Brothers Holdings shall have given notice of its election to defer interest payments and shall not have rescinded such notice, and while such interest is deferred,

then Lehman Brothers Holdings will not, and will not permit any subsidiary to:

- declare or pay any dividends or distributions on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of Lehman Brothers Holdings' capital stock, or
- make any payment of principal, interest or premium, if any, on or repay, repurchase or redeem any debt securities of Lehman Brothers Holdings that rank on a parity with or junior in interest to the junior subordinated debt securities or make any guarantee payments with respect to any guarantee by Lehman Brothers Holdings of the debt securities of any subsidiary of Lehman Brothers Holdings if such guarantee ranks on a parity with or junior in interest to such junior subordinated debt securities, other than

<https://www.sec.gov/Archives/edgar/data/1053521/000104746903008715/a21053957424b2.htm>

38/49

3/4/2019

<https://www.sec.gov/Archives/edgar/data/1053521/000104746903008715/a21053957424b2.htm>

- dividends or distributions in common stock of Lehman Brothers Holdings,
- payments under the guarantee made by Lehman Brothers Holdings in respect of the trust securities of the trust,
- any declaration of a dividend in connection with the implementation of a shareholders' rights plan, or the issuance of stock under any such plan in the future, or the redemption or repurchase of any such rights pursuant thereto, and
- purchases of common stock related to the issuance of common stock or rights under any of Lehman Brothers Holdings' benefit plans.

LBHI executed transaction in the past that violated the Important Covenants of Lehman Brothers Holdings and the Guarantee, therefore violating the "Plan". LBHI and the Plan Administrator needs to stop executing transactions going forward that violates the Covenants and the Guarantees.

I communicated to the Debtor and the Plan Administrator regarding the Covenants through previous communications that were forwarded to the honorable court. They are also aware of the full provisions of the Guarantee and violations of the "Plan" through docketed motions.

All transactions since the inception of the "Plan" that involved the issuance, redemption or repurchases of securities that violated the Important Covenant of Lehman Brothers Holdings and the Guarantee are in violation of the "Plan". The Covenants is part of a guarantee that states the guarantee holders are in parity and the most senior preference stock of LBHI and/or any of its

affiliates. This too must be honored during the bankruptcy proceedings and was violated. The violations stem from the beginnings of the bankruptcy from the Neuberger Berman and LBMB transactions where both redeemed their preference shares during the bankruptcy to LBHI2 and the ECAPS settlement. All the transactions above should be reviewed by the court to see if the "Plan" was violated by the Plan Administrator and the Debtor by not honoring the "Covenant" and all the provisions of the Guarantee it falls under. The Guarantees and the Covenants each have enforceable rights under the "Plan" which are being negligently cast aside.

The honorable court should enforce all aspects of the "Plan". The Plan Administrator is obligated to work within the framework of the "Plan" and is obligated to correct all violations of the Plan, the Guarantees and the Covenants. Especially, potential violations on transactions the Plan Administrator carried out. If a violation is revealed and cast aside, I respectfully request the honorable court to review what is presented and make sure the "PLAN" is not in jeopardy. I respectfully ask the court to enforce the "PLAN" and to make sure the rights stated on the Important Covenants of Lehman Brothers Holdings and the Guarantee are not violated and upheld at all times.

Thank you,

Respectfully Submitted,

/s/ Rex Wu

Rex Wu

Exhibit
Pg 24 of 31

From: Rex W

Sent: Thursday, July 2, 2020 12:30 AM

To: salma.begum@justice.gov.uk

Subject: Important Information in Re IN THE MATTER OF LEHMAN BROTHERS INTERNATIONAL (EUROPE) (IN ADMINISTRATION) AND IN THE MATTER OF THE INSOLVENCY ACT OF 1986 case # 7942 of 2008 / CR-2008-000012

Importance: High

Dear Ms. Begum,

I have an important letter I wish to share with Mr. Justice Hildyard. The Applicants are aware of the matter. I enclosed the information for your review and consideration.

Sincerely,

Rex Wu

Sent from Mail for Windows 10

Rex Wu
6315 N Campbell
Chicago, IL. 60659
312-785-0348
rex_wu@live.com

2nd of July 2020

Mr. Justice Hildyard
High Court of Justice
Business and Property Courts of England and Wales
Insolvency and Companies List (ChD)

Correspondence Re: IN THE MATTER OF LEHMAN BROTHERS INTERNATIONAL
(EUROPE) (IN ADMINISTRATION) AND IN THE MATTER OF THE INSOLVENCY ACT
OF 1986 case # 7942 of 2008 / CR-2008-000012

Dear Mr. Justice Hildyard,

I am respectfully writing to inform you that it is against the Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors [Docket#23023-1] which governs the Chapter 11 Lehman Brothers Holdings Inc., et al, case #08-13555(scc) bankruptcy case to pay a distributions to LBHI and/or LBHI2.

Communication has been sent to the Applicants in regards to the information. The excerpt is below:

"I wish to pass on critical information to the PWC Administrative team for your review. I am writing in regards to the "Notice of additional distribution of statutory interest in respect to LBIE's subordinate debt." LBHI and/or LBHI2's capital Stock are not entitled to receive a distribution under the "Important Covenants of Lehman Brothers Holdings" as described in the attached affidavit and letter submitted to the Honorable Judge Chapman of the US SDNY Bankruptcy Court.

I wish to inform the PWC's Administrative team that it is against the "PLAN", *Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors [Docket#23023-1] which governs the Chapter 11 Lehman Brothers Holdings Inc., et al, case #08-13555(scc) bankruptcy case to pay a distribution to LBHI and/or LBHI2. The 4 Capital Trusts Prospectuses are under enforcement of the "PLAN" as explained with the attached letter and affidavit filed with the bankruptcy court:*

"The Important Covenants of Lehman Brothers Holdings", the "Covenant", states that LBHI or any of its subsidiaries are not permitted to "declare or pay any dividends or distributions on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of Lehman Brothers Holding's capital stock" or make any payments of principal, interest or premium, or redeem any debt securities of Lehman Brothers Holdings that rank on a parity with or in junior in interest to the junior subordinated debt securities or make any guarantee payments with respect

to any guarantee by Lehman Brothers Holdings of the debt securities of any subsidiary of Lehman Brothers Holdings if such guarantee ranks on a parity with or junior in interest to such junior subordinated debt securities.....”

LBHI’s Capital Trust shares are also in parity with the most senior preference shares of LBHI and/or any of its affiliates. This means that in order for the “Plan” to be in conformity with the bankruptcy, any transaction that involves LBHI or its subsidiaries must conform with the Covenant and all the provisions within the Guarantee. The LBHI Capital Trust shares are in parity with the most senior preference shares of LBHI or any of its affiliates.

The LBHI Plan Administrator, LBHI as Debtor as well as the Honorable Judge Chapman are fully aware of the “Important Covenant of Lehman Brothers Holdings” and all the guarantee provisions. I want to bring the “Covenants” which are under the guarantee to your attention to allow the PWC Administrative team to make an informed decision.

As Applicants going into the “Notice to Application to Court for Directions in Respect of Future Distribution” hearing please be aware of the enforceability of the “Covenants” and the guarantee under the “PLAN.” A similar communication will be sent to Mr. Justice Hildyard.

The “PLAN” is on docket # 23023-1 and the 4 prospectuses are provided below are for the PWC Administrative team and their legal department to review.

The Prospectuses are available on the link below for your review.

https://1drv.ms/u/s!AmITSbPoXmy3kBN_gjiUZeN3X8bb?e=8kM11i

Thank you for your attention to the matter.”

Thank you,

Respectfully Submitted,

/s/ Rex Wu

Rex Wu

From: Rex W

Sent: Wednesday, July 1, 2020 11:49 PM

To: generalqueries@lbia-eu.com

Subject: Critical Information Regarding LBHI AND LBHI2 Pertaining to the LBIDistribution

Importance: High

Dear Applicants of the PWC Administrative Team,

I wish to pass on critical information to the PWC Administrative team for your review. I am writing in regards to the "Notice of additional distribution of statutory interest in respect to LBIE's subordinate debt." LBHI and/or LBHI2's capital Stock are not entitled to receive a distribution under the "Important Covenants of Lehman Brothers Holdings" as described in the attached affidavit and letter submitted to the Honorable Judge Chapman of the US SDNY Bankruptcy Court.

I wish to inform the PWC's Administrative team that it is against the "PLAN", *Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors [Docket#23023-1]* which governs the Chapter 11 Lehman Brothers Holdings Inc., et al, case #08-13555(scc) bankruptcy case to pay a distribution to LBHI and/or LBHI2. The 4 Capital Trusts Prospectuses are under enforcement of the "PLAN" as explained with the attached letter and affidavit filed with the bankruptcy court:

"The Important Covenants of Lehman Brothers Holdings", the "Covenant", states that LBHI or any of its subsidiaries are not permitted to "declare or pay any dividends or distributions on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of Lehman Brothers Holding's capital stock" or make any payments of principal, interest or premium, or redeem any debt securities of Lehman Brothers Holdings that rank on a parity with or in junior in interest to the junior subordinated debt securities or make any guarantee payments with respect to any guarantee by Lehman Brothers Holdings of the debt securities of any subsidiary of Lehman Brothers Holdings if such guarantee ranks on a parity with or junior in interest to such junior subordinated debt securities....."

LBHI's Capital Trust shares are also in parity with the most senior preference shares of LBHI and/or any of its affiliates. This means that in order for the "Plan" to be in conformity with the bankruptcy, any transaction that involves LBHI or its subsidiaries must conform with the Covenant and all the provisions within the Guarantee. The LBHI Capital Trust shares are in parity with the most senior preference shares of LBHI or any of its affiliates.

The LBHI Plan Administrator, LBHI as Debter as well as the Honorable Judge Chapman are fully aware of the "Important Covenant of Lehman Brothers Holdings" and all the guarantee provisions. I want to bring the "Covenants" which are under the guarantee to your attention to allow the PWC Administrative team to make an informed decision.

As Applicants going into the "Notice to Application to Court for Directions in Respect of Future Distribution" hearing please be aware of the enforceability of the "Covenants" and the guarantee under the "PLAN." A similar communication will be sent to Mr. Justice Hildyard.

The "PLAN" is on docket # 23023-1 and the 4 prospectuses are provided below are for the PWC Administrative team and their legal department to review.

The Prospectuses are available on the link below for your review.

https://1drv.ms/u/s!AmITSbPoXmy3kBN_gjiUZcN3X8bb?e=8kM11i

Thank you for your attention to the matter.

Best Regards,

Rex Wu
312-785-0348

Rex Wu
6315 N. Campbell
Chicago, IL 60659
Tel: (312)785-0348
Email: rex_wu@live.com
Pro-Se

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

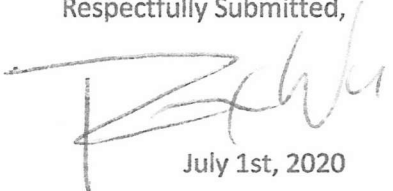
In Regards: Chapter 11 LEHMAN BROTHERS HOLDINGS INC., et al., Case # 08-13555 (SCC)

Affidavit: LBHI and LBHI2 Distributions RE Important Covenants to Lehman Brothers Holdings
Communication

I attest the following email communication were sent to the following recipients:

1. Matthew Cantor via email communication: matthew.cantor@lehmanholdings.com
2. Kristine Dickson via email communication: kristine.dickson@lehmanholdings.com
3. Garrett Fails via email communication: garrett.fail@weil.com

Respectfully Submitted,



July 1st, 2020

Rex Wu
6315 N Campbell
Chicago, IL 60659
312-785-0348
rex_wu@live.com
Pro-Se

From: Rex W

Sent: Wednesday, July 1, 2020 10:23 AM

To: matthew.cantor@lehmanholdings.com; kristine.dickson@lehmanholdings.com; Fail, Garrett

Subject: Distribution to LBHI2

Greetings,

I want to bring to your attention that any distributions to LBHI or LBHI2 will be in violation of the "PLAN" as long as the Lehman Brothers Capital Trusts III, IV, V and VI preferred shares are outstanding. The current LBHI equity have ownership interest in LBHI2. The upcoming distribution to LBHI or LBHI2 can only be reallocated according to the "PLAN" after the distribution is assigned to LBHI's equity. The reallocation does not really matter anyhow as equity retained all its rights. Under the "Important Covenants of Lehman Brothers Holdings" in which LBHI and the Plan Administrator are fully aware of its existence, LBHI and/or its subsidiaries are not allowed to issue a distribution to LBHI as long as LBHI Capital Trusts III, IV, V and VI are outstanding. For your convenience, the definition of outstanding is below:

"Shares outstanding refer to a company's stock currently held by all its shareholders, including share blocks held by institutional investors and restricted **shares** owned by the company's officers and insiders."

The Guarantees of the LBHI Capital Trusts as mentioned above which includes the "Important Covenants of Lehman Brothers Holdings" are valid and effective under the "PLAN" states the following:

"The Important Covenants of Lehman Brothers Holdings", the "Covenant", states that LBHI or any of its subsidiaries are not permitted to "declare or pay any dividends or distributions on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of Lehman Brothers Holding's capital stock" or make any payments of principal, interest or premium, or redeem any debt securities of Lehman Brothers Holdings that rank on a parity with or in junior in 2 interest to the junior subordinated debt securities or make any guarantee payments with respect to any guarantee by Lehman Brothers Holdings of the debt securities of any subsidiary of Lehman Brothers Holdings if such guarantee ranks on a parity with or junior in interest to such junior subordinated debt securities....."

LBHI's Capital Trust shares are also in parity with the most senior preference shares of LBHI and/or any of its affiliates. This means that in order for the "Plan" to be in conformity with the bankruptcy, any transaction that involves LBHI or its subsidiaries must conform with the Covenant and all the provision within the Guarantee. The LBHI Capital Trust shares are in parity with the most senior preference shares of LBHI or any of its affiliates. The LBHI Capital Trust shares are not subordinated to the senior preference shares of LBHI or any of LBHI's affiliates. They are only subordinated to the debts of LBHI and not equity." (Docket# 60685)

The correspondence to the Honorable Judge Chapman is attached.

LBHI and the PLAN Administrator have to obligation to enforce the "PLAN."

Best Regards,

Rex Wu
312-785-0348

Sent from Mail for Windows 10